

REPORT

To the Honorable Mayor and City Council
From the City Manager

February 9, 2009

SUBJECT

Sale of police canine to handler.

RECOMMENDATION

By Motion, approve the sale of Police Canine Bacchus to his handler Officer Steve Unga for the sum of one dollar (\$1.00).

BACKGROUND

Redwood City Police Canine Bacchus is 12 years old and has served the Department for 10 years. The dog's physical condition has deteriorated with age to the point where it is no longer capable or qualified for active duty service. Department personnel have contacted Tyson Kennels, the vendor through which the Department has purchased its existing police canines. Tyson Kennels has confirmed the canine should be retired from service due to its age and physical condition.

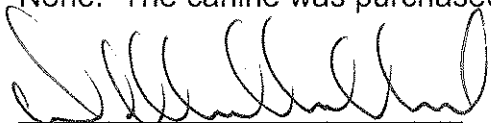
It has been the past practice of the Department to allow police officers to purchase their canine, kennel and personal items (leash, bowl, brush, etc.) as surplus property upon the dog's retirement. Officer Unga similarly wishes to purchase his partner for the sum of one dollar. In return for allowing the purchase of the canine, Officer Unga would agree to sign a release and hold harmless agreement, and continue to care for the dog in the manner in which it is accustomed.

ALTERNATIVES

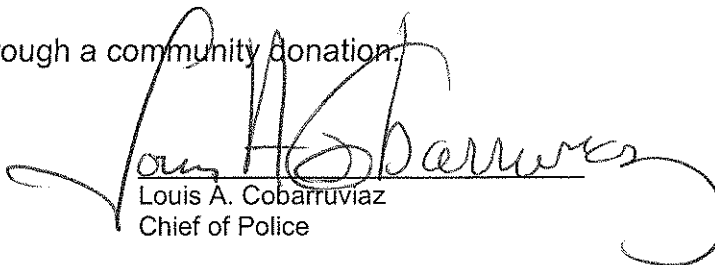
City Council could direct the Police Department to sell the canine on the open market. Liability concerns make this option problematic.

FISCAL IMPACT

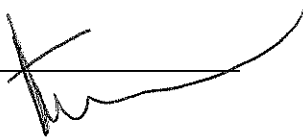
None. The canine was purchased through a community donation.



Daniel Mulholland
Administrative Sergeant



Louis A. Cobarruviaz
Chief of Police



Peter Ingram
City Manager

ATTACHMENTS

1. Release and Hold Harmless Agreement

RELATED DOCUMENTS IN CITY CLERK'S OFFICE

None

**TRANSFER OF OWNERSHIP AND INDEMNITY AGREEMENT
FOR RETIRED POLICE CANINE**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2009, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and Steve Unga ("Buyer"), a full-time peace officer with the City.

RECITALS

A. The City desires to transfer ownership of the retired City police dog known as "Bacchus," a German shepherd, together with all kennel and housing equipment installed at Buyer's residence by City for the use of said canine.

B. Redwood City Police Canine Bacchus has lived with his handler, Buyer, during the canine's service to the City, and continues to be cared for and sheltered by Buyer.

C. Bacchus is 12 years old and has served the Police Department for 10 years. The dog's physical condition has deteriorated with age to the point where it is no longer capable or qualified for active duty service.

D. Police Department personnel have contacted Tyson Kennels, the vendor through which the Department has purchased its existing police canines. Tyson Kennels has confirmed the canine should be retired from service due to its age and physical condition.

E. The City Council of the City of Redwood City authorizes, by motion, the sale of surplus property in the form of one police service German Shepard named Bacchus to Buyer, his handler, for the amount of \$1.00.

NOW, THEREFORE, in consideration of these recitals, the Parties agree as follows:

1. The City, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to Buyer, his successors and assigns, the retired City police dog known as "Bacchus," a 12 year old German Shepherd, together with all kennel and housing equipment installed at Buyer's residence by City for the use of said canine. Buyer shall be solely responsible for all care of and expenses related to Bacchus from and after the date of this agreement.

2. As is. The canine is transferred in "as is" condition for Buyer's personal use. It is understood that this canine was removed from police service due to age, performance, or disability which made such canine unqualified for further police purposes. Accordingly, Buyer agrees that he will not attempt to use, or use, said canine for police purposes.

3. Indemnification. Buyer shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, agents, and employees, and volunteers (hereinafter collectively referred to as "Releasees") from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorneys' fees and disbursement, which the Releasees may suffer or incur or to which the Releasees may become subject by reason of or arising out of any failure to comply with applicable law, any injury to or death of persons, or loss of, or damage to, property, arising out of activities of, or related to, said canine occurring after transfer of said canine to Buyer by City.

4. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

5. Severability. The invalidity, illegality, or unenforceability, of any provision of this agreement shall not render the other provisions invalid, illegal or unenforceable.

Dated: February ____, 2009

Steve Unga, Transferee

CITY OF REDWOOD CITY, a charter city and
municipal corporation of the State of California
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Peter Ingram, City Manager

ATTEST:

Silvia Vonderlinden, City Clerk

Recommended:

Dated: February __, 2009

Louis Cobarruviaz, Chief of Police